

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

CIVIL ACTION NO.

HUSK, LLC )  
 )  
v. )  
 )  
COCA COLA REFRESHMENTS )  
USA, INC. )

**COMPLAINT**

**The Parties**

1. Husk, LLC (“Husk”) is a limited liability company organized and existing pursuant to the laws of the Commonwealth of Massachusetts, with a principal office address of 890 Winter Street, Suite 208, Waltham, MA.

2. Coca-Cola Refreshments USA, Inc., f/k/a Coca-Cola Enterprises, Inc. (“CCR”) is a corporation duly organized and existing pursuant to the laws of the State of Delaware, registered to do business in the Commonwealth of Massachusetts, with a principal place of business at One Coca-Cola Plaza, Atlanta, GA, with a registered agent of Corporation Service Company, 84 State Street, Boston, MA 02109 and doing business at 9 “B” Street, Needham Heights, Massachusetts

3. The jurisdiction of this Court is based upon 28 U.S.C. §1332 (a) and (b) as the parties to this action are of different States and the amount in controversy exceeds \$75,000.

4. This action arises out of activities of the Defendant within the Commonwealth of Massachusetts.

**Background**

5. On or about October 15, 2007, Husk and CCR entered into an Agreement: Recycling Services (the “Contract”), a copy of which is attached hereto as Exhibit “1”. In relevant part, the Contract provided that Husk would provide certain recycling services to CCR.

6. On or about November 14, 2008, Husk and CCR entered into an Amendment and Consent Agreement (the “Amendment”), a copy of which is attached hereto as Exhibit “2”. In relevant part, the Amendment provided that Husk could subcontract its obligations pursuant to the Contract, as amended, to Parallel Products of New England, Inc. (“Parallel”)

7. On or about November 17, 2008, Husk and Parallel entered into an Amended and Restated Subcontract (the “Subcontract” and, together with the Amendment and the Contract, the “Agreement”), a copy of which is attached hereto as Exhibit “3”. In relevant part, the Subcontract provides that Parallel will provide the services required of Husk as set forth in the Contract, for which Husk would pay Parallel a portion of the proceeds received from CCR pursuant to the Contract.

**COUNT I- Breach of Contract**

8. Plaintiff repeats and reavers the allegations of paragraph one through six of the Complaint as if expressly rewritten and set forth herein.

9. Pursuant to the Agreement, services have been provided to CCR.

10. For services rendered covered through invoices to CCR dated prior to June 10, 2011, Parallel billed Husk for its services, Husk billed CCR pursuant to the Contract, as amended, CCR paid Husk sums due pursuant to the Contract, as amended, and Husk paid Parallel sums due pursuant to the Subcontract.

11. For services rendered covered through invoices dated June 10, 2011, Parallel billed Husk for its services, Husk billed CCR pursuant to the Contract, as amended, but CCR has failed and refused to pay amounts due. A copy of the unpaid invoices to date are attached hereto as Exhibit "4".

12. CCR's failure to make payments due is a breach of the Contract, as amended.

13. Through September 22, 2011, CCR owes Husk \$473,194.49 pursuant to the Contract, as amended, plus any additional invoices unpaid at the time of assessment..

WHEREFORE, the Plaintiff prays:

A. That this Court determine the amount due to Husk, LLC from Coca-Cola Refreshments USA, Inc. as of the date of assessment;

B. That judgment enter for Husk, LLC in the amount determined to be due, plus interest and costs.

**COUNT II – Claim on an Account**

14. Plaintiff repeats and reavers the allegations of paragraphs 1-13 of the Complaint as if expressly rewritten and set forth herein.

15. Defendant owes plaintiff \$473,194.49 according to the account hereto annexed as Exhibit "5".

WHEREFORE, the Plaintiff prays for judgment against the Defendant in the sum of \$473,194.49 or in the amount due as of the date of assessment, plus interest and costs.

**COUNT III - Mass. G.L. c. 93A**

16. Plaintiff repeats and reavers the allegations of paragraphs 1-15 of the Complaint as if expressly rewritten and set forth herein.

17. CCR's failure to make payment without an inability to pay, without justification, and in order to obtain a superior bargaining position, is a breach of the implied covenant of good faith and fair dealing and constitutes an unfair and deceptive trade practice in violation of Mass. G.L. c. 93A, the result of which is that the plaintiff has suffered damages..

WHEREFORE, the Plaintiff prays:

A. That this Court determine the amount due to Husk, LLC from Coca-Cola Refreshments USA, Inc. as of the date of assessment;

B. That judgment enter for Husk, LLC in the amount determined to be due, plus interest, legal fees, costs and punitive damages.

Plaintiffs,  
By its Attorneys,

Date: September 29, 2011

/s/ Jane Albrecht  
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